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WESTERN DISTRICT OF WASHINGTON

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Ronald Beaver, *in pro per*  
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B221-393  
Redmond, WA 98053  
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**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON**

Ronald Beaver,  
  
Plaintiff,

Civil Action No. 2:24-cv-00442-KKE

vs.

WELLS FARGO BANK, N.A. and WELLS FARGO  
HOME MORTGAGE,

Defendants.

**VERIFIED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF**

**PURSUANT TO 28 USC §§2201 AND 2202 IN RE: UNVERIFIED CLAIMS OF WELLS**

**FARGO BANK, N.A. AND WELLS FARGO HOME MORTGAGE**

COMES NOW Plaintiff Ronald Beaver (hereinafter "Plaintiff"), appearing *in pro per* in  
his individual capacity, who hereby sues WELLS FAGRO BANK, N.A. (hereinafter "WF") and  
WELLS FARGO HOME MORTGAGE (hereinafter "WFHM") (hereinafter each a "Defendant")

COMPLAINT  
NO: TBD

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B221-393, Redmond, WA 98053

or collectively “Defendants”) and requests declaratory and injunctive relief for cause of Defendants’ willful failure to perform Defendants’ statutory and good faith duties as servicers of both a closed-end mortgage loan and an open-ended home-equity line of credit as such duties are defined in, respectively, 12 U.S.C Chapter 27 - *Real Estate Settlement Procedures* (12 C.F.R. Part 1024 - *Regulation X*) and 15 U.S.C. Chapter 41 - *Consumer Credit Protection* (12 C.F.R. Part 1026/226 - *Regulation Z*).

Plaintiff states as follows:

### **JURISDICTION AND VENUE**

1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §1331 due to the factual sufficiency of Plaintiff’s claims of Defendants’ violations of the laws of the United States, namely willful and repeated refusal or other failure to perform Defendants’ statutory duties as servicers of consumer credit secured by residential real property as such duties are defined in 12 U.S.C Chapter 27 - *Real Estate Settlement Procedures* (12 C.F.R. Part 1024 - *Regulation X*) and 15 U.S.C. Chapter 41 - *Consumer Credit Protection* (12 C.F.R. Part 1026/226 - *Regulation Z*).

2. This Court has supplemental jurisdiction pursuant to 28 U.S.C. §1367 over all other claims that derive from the same transaction occurrences, including but not limited to those arising from violations of the Revised Code of Washington (“RCW”) 62A - *Uniform Commercial Code* or 18 U.S.C. Chapter 96 - *Racketeer Influenced and Corrupt Organizations*.

1  
2 3. This Court has the authority to issue declaratory judgment and order injunctive  
3 and other relief that is necessary and proper pursuant to 28 U.S.C. §§ 2201 and 2202.

4 4. This Court has personal jurisdiction over both Defendants due to the fact that both  
5 Defendants have minimum contacts within the territorial boundaries of the judicial district of the  
6 Western District of Washington.

7 5. Venue is proper in this Court's judicial district pursuant to 28 U.S.C. §1391(b)(2)  
8 as the actions complained of occurred within the territorial boundaries of the judicial district of  
9 the Western District of Washington.

10  
11  
12 **PARTIES TO THE ACTION**

13 6. Plaintiff is domiciled within the territorial boundaries of the county named King,  
14 Washington. *See* RCW 36.04.170.

15 7. Plaintiff, as Maker, executed a Promissory Note dated February 18, 2015  
16 (hereinafter the "Mortgage Note") and Deed of Trust dated February 25, 2015 (hereinafter the  
17 "Mortgage Deed") with the purported original lender Defendant WF. *See EXHIBIT A and*  
18 *EXHIBIT B, respectively.*

19 8. Plaintiff, as Maker, also executed a "Wells Fargo Home Equity Account  
20 Agreement and Disclosure Statement" dated July 6, 2018 (hereinafter the "HELOC Note") and  
21 Deed of Trust dated July 6, 2018 (hereinafter the "HELOC Deed") with the purported original  
22 lender Defendant WF. *See EXHIBIT C and EXHIBIT D, respectively.*

1  
2 9. The residential real property described as having address 26450 NE 70th Street,  
3 Redmond, WA 98053 situated in the County of King, State of Washington is the purported surety  
4 for both the Mortgage Note and the HELOC Note (hereinafter the “Surety”).

5 10. The Surety description refers to the principal dwelling of Plaintiff.

6 11. WF is a national banking and lending institution, with its corporate headquarters  
7 located in San Francisco, California.

8 12. WFHM appears to be an alter ego of parent company WF.

9 13. WF is, on information and belief, the servicer for the debts purportedly evidenced  
10 by both the Mortgage Note (via WFHM) and the HELOC Note as the term “servicer” is defined  
11 at 12 U.S.C. §2605(i)(2) (12 C.F.R. §1024.2(b)) and 15 U.S.C. §1641(f)(3), respectively.

12 14. WF shall have notice and opportunity to enter an appearance, answer, and defend  
13 as summons shall be served at WF’s corporate headquarters located at 420 Montgomery Street,  
14 San Francisco, CA 94104.

15 15. WFHM shall have notice and opportunity to enter an appearance, answer, and  
16 defend as summons shall be served at its purported headquarters located at 7001 Westown Pkwy,  
17 West Des Moines, IA 50266.  
18

19  
20 **ALLEGATIONS RELEVANT TO ALL CLAIMS**

21 **The Purported Promissory Notes**  
22  
23

24 COMPLAINT  
25 NO: TBD

1  
2 16. The Mortgage Note was first provided by one of the Defendants to Plaintiff upon  
3 Plaintiff's request on or about July 12, 2023.

4 17. The Mortgage Note is purported by said Defendant to be a certified true and correct  
5 copy of the original promissory note.

6 18. The HELOC Note was first provided by one of the Defendants to Plaintiff upon  
7 Plaintiff's request on or about July 14, 2023.

8 19. The HELOC Note is not purported by said Defendant to be a true and correct copy  
9 of the original promissory note.

10 20. WF has refused or otherwise failed to provide a certified true and correct copy of  
11 the HELOC Note despite Plaintiff's requests.

12  
13 Plaintiff's Statutory Rights and Defendants' Statutory Duties

14 21. Pursuant to 15 U.S.C. §1641(g) - *Notice of new creditor* (12 C.F.R. §1026.39),  
15 Plaintiff has a right to know the identity of the owner of the debt evidenced by either the Mortgage  
16 Note or the HELOC Note if and when ownership of the debt is sold or otherwise transferred or  
17 assigned by the purported original lender WF to a new owner.

18  
19 22. In particular, 15 U.S.C. §1641(g)(1) requires that, "not later than 30 days after the  
20 date on which a mortgage loan is sold or otherwise transferred or assigned to a third party, the  
21 creditor that is the new owner or assignee of the debt shall notify the borrower in writing of such  
22 transfer ..."

1  
2 23. Plaintiff emphasizes that the corresponding regulations at 12 C.F.R. §1026.39 also  
3 use the terms “loan” and “debt” interchangeably. *See inter alia 12 C.F.R. §1026.39(d) and (d)(4).*

4 24. At all times herein, consistent with both the *prima facie* intent of Congress and the  
5 Secretary, the terms “loan” and “debt” are used interchangeably to refer to the intangible right to  
6 receive a stream of payments corresponding *ipso facto* to the intangible obligation to make said  
7 payments.

8 25. The loan/debt, the intangible right/obligation, is distinct property from any  
9 promissory note or other related instrument, which is merely tangible evidence of the loan/debt.  
10 (“Plainly a debt is distinguishable from any instrument of evidence of the debt.” *Pelham v. Way*,  
11 82 U.S. 196, 202 (1872). The general rule of law is well settled that ... the bill or note ... is merely  
12 evidence of the debt. *Wyman v. Halstead*, 109 U.S. 654, 656 (1884). “[T]he mere presence of  
13 notes within a state which is not the residence or domicile of the owner does not bring the debts  
14 of which they are the written evidence within the taxing jurisdiction of that state.” *Buck v. Beach*,  
15 206 U.S. 392, 392 (1907), “Plaintiff’s error is conflating the concepts of ‘note’ and ‘debt’ which  
16 are distinct under Arizona law. ... The paper note is not the debt: it is only evidence of the debt...”  
17 (*Silving v Wells Fargo Bank, NA*, 800 F. Supp. 2d 1055, 1068, D Arizona (2011)).  
18

19 26. Defendant WFHM has a duty under applicable law, referenced both *supra* and  
20 *infra*, to Plaintiff as servicer pursuant to 12 U.S.C. §2605(k)(1)(D) (12 C.F.R.  
21 §1024.36(d)(2)(i)(A)) to disclose to Plaintiff, upon Plaintiff’s request, the owner of the debt  
22 purportedly evidenced by the Mortgage Note (the “Mortgage Debt”).  
23

1  
2 27. In particular, 12 U.S.C. §2605(k)(1)(D) requires all servicers of a federally related  
3 mortgage to "respond within 10 business days to a request from a borrower to provide the identity,  
4 address, and other relevant contact information about the owner or assignee of the loan."

5 28. Defendant WF has a duty to Plaintiff under applicable law, referenced both supra  
6 and infra, as servicer pursuant to 15 U.S.C. §1641(f)(2) (12 C.F.R. Part §226/1026, Subpart B -  
7 *Open-End Credit*) to disclose to Plaintiff, upon Plaintiff's request, the owner of the debt  
8 purportedly evidenced by the HELOC Note (the "HELOC Debt").

9 29. In particular, 15 U.S.C. §1641(f)(2) requires all servicers of a consumer obligation  
10 [i.e., consumer debt] to "[u]pon written request by the obligor [purportedly Plaintiff], the servicer  
11 shall provide the obligor, to the best knowledge of the servicer, with the name, address, and  
12 telephone number of the owner of the obligation or the master servicer of the obligation."

13 *Comments added.*

14 30. WF and WFHM, as creatures of statute, have a duty to know the laws of the United  
15 States governing the performance of their duties.  
16

17 31. As servicers, WF and WFHM have a duty to know whether or not WF itself is or  
18 is not still the owner of the purported Mortgage Debt and HELOC Debt purportedly evidenced  
19 by the Mortgage Note and the HELOC Note, respectively.

20 32. WF and WFHM have opportunity to determine by mere intra-organizational  
21 inquiry whether or not WF itself is still the owner of the purported Mortgage Debt and HELOC  
22 Debt.  
23

1  
2 33. WF and WFHM also have good faith duties as servicers of the Mortgage Note,  
3 Mortgage Deed, HELOC Note, and HELOC Deed instruments.

4 34. In particular, the *Uniform Commercial Code* at RCW 62A.1-304 requires that,  
5 “Every contract or duty within this title imposes an obligation of good faith [i.e., honesty in fact]  
6 in its performance and enforcement.” *Comment added*.

7  
8 Defendants’ Failure to Fulfill Defendants’ Statutory and Good Faith Duties

9 35. Beginning on or about October 16, 2023, Plaintiff repeatedly requested from  
10 WFHM information about the identity of the owner of the purported Mortgage Debt.

11 36. Defendant WFHM has refused or otherwise failed its statutory and good faith  
12 duties of due diligence and disclosure to discover and provide to Plaintiff the identity of the owner  
13 of the purported Mortgage Debt. *Documentation for an offer of proof available upon request;*  
14 *original copies of correspondence from Plaintiff is in the possession of Plaintiff.*

15  
16 37. Beginning on or about December 8, 2023, Plaintiff repeatedly requested from WF  
17 information about the identity of the owner of the purported HELOC Debt.

18 38. Defendant WF has refused or otherwise failed its statutory and good faith duties  
19 of due diligence and disclosure to discover and to provide to Plaintiff the identity of the owner of  
20 the purported HELOC Debt. *Documentation for an offer of proof available upon request; original*  
21 *copies of correspondence from Plaintiff is in the possession of Plaintiff.*

22 39. In the spirit of good faith and fair dealing, Plaintiff has provided Defendants  
23 repeated notice and opportunity to fulfill Defendants’ duties, amicably and privately cure their



1  
2 respective defaults, avoid the time and expense of litigation and potential collateral risk  
3 publication, and prevent the utilization of precious judicial resources. *Documentation for an offer*  
4 *of proof available upon request; original copies of correspondence from Plaintiff is in the*  
5 *possession of Plaintiff.*

6 40. Court intervention to enjoin or otherwise penalize Defendants for failure to fulfill  
7 their statutory and good faith duties appears to neither unreasonably prejudice the rights of  
8 Defendants nor be averse to public policy.

9  
10  
11 Plaintiff's Reasonable Reliance on Defendants' Silence; Defendant's Equitable Estoppel

12 41. Plaintiff is not in receipt of any notice of new creditor for either the Mortgage Debt  
13 or the HELOC Debt.

14 42. Plaintiff is not in possession of any document purporting to evidence any debt  
15 related to the Surety that is owned by any party other than WF.

16 43. Plaintiff has reasonably and in good faith relied on Defendants' election of silence  
17 in response to Plaintiff's requests to conclude that WF is no longer the *de facto, de jure* owner of  
18 either the purported Mortgage Debt or the purported HELOC Debt.

19 44. Plaintiff has reasonably and in good faith relied on Defendants' election of silence  
20 in response to Plaintiff's requests to conclude that WF impermissibly, under contract law, sold,  
21 assigned, or otherwise transferred ownership of both the purported Mortgage Debt and HELOC  
22 Debt to third parties without said third-party's notice to Plaintiff; without corresponding  
23

1 negotiation, assignment, or other transfer by WF of the Mortgage Note and HELOC Note; and  
2 without assignment by WF of the Mortgage Deed and HELOC Deed.  
3

4 45. Plaintiff has reasonably and in good faith relied on Defendants' election of silence  
5 in response to Plaintiff's requests to conclude that Defendants both agree that WF is no longer  
6 the owner of either the Mortgage Debt or the HELOC Debt.

7 46. Plaintiff has reasonably and in good faith relied on Defendants' election of silence  
8 in response to Plaintiff's requests to bring the above-entitled complaint against WF and WFHM.

9 47. Defendants, for cause of Defendants' election of silence when Defendants had a  
10 duty to speak, are estopped in equity from further opportunities to cure Defendants' failure to  
11 identify the owner(s) of the purported Mortgage Debt and HELOC Debt or induce or compel  
12 payment of the purported Mortgage Debt and HELOC Debt. (*Huff v. Northern Pac. Ry. Co.*, 38  
13 Wn. 2d 103, 104, 38 Wash. 2d 103, 228 P.2d 121 (Wash. 1951), *Perry v. Hal Antillen NV*, CASE  
14 NO. C12-0850JLR (W.D. Wash. May. 14, 2013), *Where a man has been silent when in*  
15 *conscience he should have spoken, he shall be debarred from speaking when conscience requires*  
16 *him to be silent.*).  
17

18  
19 Plaintiff Remains in Honor; Necessity of Court Intervention

20 48. Despite Defendants' apparent failed statutory and good faith duties, Plaintiff  
21 remains in honor and payments on both the purported Mortgage Debt and HELOC Debt are  
22 current.  
23

1  
2 49. Plaintiff's honorable payments under protest or duress do not imply acceptance or  
3 other ratification of any kind of any presentments or purported debts. *Documentation for an offer*  
4 *of proof available upon request; original copies of correspondence from Plaintiff is in the*  
5 *possession of Plaintiff.*

6 50. Plaintiff cannot determine what, if any, monetary damages owed by Defendants  
7 to Plaintiff may be reasonable, lawful, and just due to Defendants' failure to disclose the owner(s)  
8 of the purported Mortgage Debt and HELOC Debt.

9 51. Plaintiff has exhausted available administrative remedies and reluctantly seeks  
10 Court intervention in the form of *inter alia* declaratory and injunctive relief as a last resort.

11 52. Plaintiff is not aware of any other conditions precedent for bringing suit that have  
12 not been satisfied.  
13

### 14 **CAUSES OF ACTION**

#### 15 **COUNT I: VIOLATION OF REAL ESTATE SETTLEMENT PROCEDURES ACT**

##### 16 **(12 U.S.C. §2601, et. seq.)**

17 53. Plaintiff restates and incorporates the preceding paragraphs 1 through 52,  
18 inclusive, with the same force and effect as if set forth at length herein.  
19

20 54. Despite repeated notice and opportunity, Defendant WFHM has failed its statutory  
21 duty at 12 U.S.C. §2605(k)(1)(D) to provide the identity of the owner of the purported Mortgage  
22 Debt.  
23

**COUNT II: VIOLATION OF THE COVENANT OF GOOD FAITH**

**(RCW 62A.1-304)**

55. Plaintiff restates and incorporates the preceding paragraphs 1 through 52, inclusive, with the same force and effect as if set forth at length herein.

56. Despite repeated notice and opportunity, Defendant WFHM has failed its duty at RCW 62A.1-304 to deal with Plaintiff in good faith by failing to provide the identity of the owner of the purported Mortgage Debt.

**COUNT III: FRAUD BY SILENCE AND UNCLEAN HANDS**

57. Plaintiff restates and incorporates the preceding paragraphs 1 through 52, inclusive, with the same force and effect as if set forth at length herein.

58. Despite repeated notice and opportunity, Defendant WFHM has, by failing its legal and moral duties to answer Plaintiff, elected to engage in a pattern of fraud by silence (*United States v. Prudden*, 424 F.2d 1021, 1032 (5th Cir. 1970)) and revealed WFHM's unclean hands with respect to this instant matter.

**COUNT IV: VIOLATION OF CONSUMER CREDIT PROTECTION ACT**

**(15 U.S.C. §1601, et. seq.)**

1  
2 59. Plaintiff restates and incorporates the preceding paragraphs 1 through 52,  
3 inclusive, with the same force and effect as if set forth at length herein.

4 60. Despite repeated notice and opportunity, Defendant WF has failed its statutory  
5 duty at 15 U.S.C. §1641(f)(2) to provide the identity of the owner of the purported HELOC Debt.  
6

7  
8 **COUNT V: VIOLATION OF THE COVENANT OF GOOD FAITH**

9 **(RCW 62A.1-304)**

10 61. Plaintiff restates and incorporates the preceding paragraphs 1 through 52,  
11 inclusive, with the same force and effect as if set forth at length herein.

12 62. Despite repeated notice and opportunity, Defendant WF has failed its duty at RCW  
13 62A.1-304 to deal with Plaintiff in good faith by failing to provide the identity of the owner of  
14 the purported HELOC Debt.  
15

16  
17 **COUNT VI: FRAUD BY SILENCE AND UNCLEAN HANDS**

18 63. Plaintiff restates and incorporates the preceding paragraphs 1 through 52,  
19 inclusive, with the same force and effect as if set forth at length herein.

20 64. Despite repeated notice and opportunity, Defendant WF has, by failing its legal  
21 and moral duties to answer Plaintiff, elected to engage in a pattern of fraud by silence (*United*  
22 *States v. Prudden*, 424 F.2d 1021, 1032 (5th Cir. 1970)) and revealed WF's unclean hands with  
23 respect to this instant matter.  
24

**CONCLUSION AND REQUEST FOR RELIEF**

Plaintiff requests determination by this Court that the record made in this instant case proves-up that Defendants WF and WFHM, an apparent and undenied alter ego of WF, have by silence breached statutory and good faith duties to verify the legal sufficiency of claims against Plaintiff, which determination warrants this Court:

A. Entering a declaratory judgment that Defendants have failed to fulfill their respective statutory and good faith duties to provide Plaintiff with the identity(ies) of the owner(s) of the purported Mortgage Debt and purported HELOC Debt;

B. Entering a declaratory judgment that both the purported Mortgage Debt and HELOC Debt are satisfied with respect to WF;

C. Entering an order permanently enjoining Defendants from contacting Plaintiff, directly or indirectly and for any reason whatsoever (excluding the payment of damages, if any) related to the purported Mortgage Note, Mortgage Debt, and Mortgage Deed of Trust or the purported HELOC Note, HELOC Debt, and HELOC Deed of Trust;

D. Entering an order that the King County Recorder's Office remove the Mortgage Deed of Trust and HELOC Deed of Trust from the public record so as to preserve the property, reputation, and credit-worthiness of Plaintiff and reconvey to Plaintiff full right, title and interest in and to the Surety;

1  
2 E. Entering an order that Plaintiff submit a proposed articulation of damages incident  
3 to Defendants' inducing and compelling payment by Plaintiff of unverified and undocumented  
4 debts not owned by the purported creditor WF;

5 F. Entering an order awarding Plaintiff such costs as allowed by law; and

6 G. Granting Plaintiff such other and further relief as this Court deems appropriate.

7 Respectfully submitted this 28<sup>th</sup> of March, 2024.  
8

9  
10 By: 

11 Ronald Beaver, *in pro per*  
12 c/o 23515 NE Novelty Hill Road  
13 B221-393  
14 Redmond, WA 98053  
15 Ph.: 1.425.923.4495  
16 Email: ronbeaverph@icloud.com

17 **VERIFICATION**

18 Pursuant to the authority of 28 U.S.C. § 1746, I declare under penalty of perjury under the  
19 laws of the United States of America that the foregoing is true and correct to the best of my  
20 knowledge and ability. Dated this 28th day of March 2024 near Redmond, Washington.

21 By: 

22 Ronald Beaver  
23

24 COMPLAINT  
25 NO: TBD





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